

A. G. Contract No. KR921968TRN
ECS File: JPA 92-85
Project: G 1050 24C
Section: Improve Streets ESP

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into 24 September, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF APACHE JUNCTION, acting by and through its CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513 and 28-1895 et seq to enter into this agreement
and has by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and
has authorized the undersigned to execute this agreement on
behalf of the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$71,010.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the City, and the
Transportation Board has approved the funding, for the
construction of improvements to Ironwood Drive, Apache Trail
and Gold Drive, to provide improved access to a new commercial
center, and aid in the retention and development of local
business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17093</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/24/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>W. J. Green</u>

II. SCOPE

1. The City will:

a. Insure the commitment of a minimum of \$78,900.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$71,010.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$71,010.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

City of Apache Junction
City Manager
1001 N. Idaho Road
Apache Junction, AZ 85219

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA

Department of Transportation

By Tom Damiano
TOM DAMIANO
Mayor

By Harry A. Reed
HARRY A. REED
Director, Transportation
Planning Division

RECOMMENDED

By John Schoeph
JOHN SCHOEPH
Economic Development
Manager

ATTEST


By Kathy Connelly
KATHY CONNELLY
City Clerk

4974j
7AUG

RESOLUTION

BE IT RESOLVED on this 31st day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Apache Junction for the purpose of conveying Economic Strength Development funds to the City for construction of improvements to Ironwood Drive, Apache Trail and Gold Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for CHARLES E. COWAN
Director

RESOLUTION NO. 92-20

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, SETTING FORTH ITS APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF APACHE JUNCTION FOR THE PURPOSE OF RECEIVING ECONOMIC STRENGTH DEVELOPMENT FUNDS IN THE AMOUNT OF \$71,010.00 FOR CONSTRUCTION OF IMPROVEMENTS TO IRONWOOD DRIVE, APACHE TRAIL AND GOLD DRIVE; SUBJECT TO THE APPROVAL OF THE ARIZONA DEPARTMENT OF TRANSPORTATION AS REQUIRED BY LAW; AND AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS IN THE AMOUNT OF \$7,890.00.

WHEREAS, the City of Apache Junction City Council is the recipient of Economic Strength Development (EPA) funds; and

WHEREAS, certain streets have been selected by the City for construction of improvements to provide improved access to a new commercial center, and aid in the retention and development of local business; and

WHEREAS, the State requires that certain intergovernmental agreements be made for processing State Economic Strength Development projects; and

WHEREAS, the City believes it is in the best interest of the public safety and welfare to enter into said intergovernmental agreement for the improvement of City streets;


NOW, THEREFORE, BE IT RESOLVED that the City of Apache Junction accepts and approves Intergovernmental Agreement No. JPA 92-85 as presented by the Arizona Department of Transportation and authorizes the expenditure of matching funds in the amount of \$7,890.00.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 1st DAY OF September, 1992.

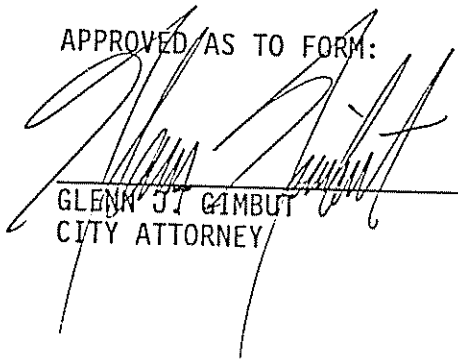
SIGNED AND ATTESTED TO THIS 2nd DAY OF September, 1992.


THOMAS DAMIANO
MAYOR

ATTEST:


KATHLEEN CONNELLY
CITY CLERK

APPROVED AS TO FORM:

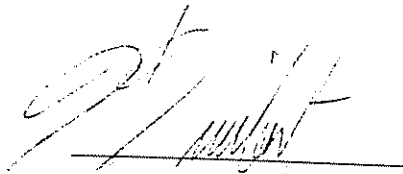

GLENN J. GIMBUT
CITY ATTORNEY

JPA 92-85

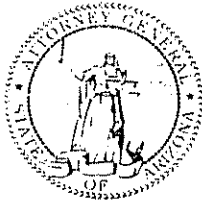
APPROVAL OF THE APACHE JUNCTION CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF APACHE JUNCTION and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 1992.

A handwritten signature in dark ink, appearing to be "D. J. Smith", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1968-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of September, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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